UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
NEW YORK BRANCH OFFICE

EDRO CORPORATION d/b/a DYNAWASH

And **Case No. 01-CA-116211**

VINCENT DAVIS, an individual

EDRO CORPORATION d/b/a DYNAWASH

And **Case No. 01-CA-116225**

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS, AFL-CIO

Jo Anne P. Howlett Esq., and
Meredith B. Garry Esq., Counsel
for the General Counsel
Stephanie P. Antone Esq. and
Edward T. Lynch, Jr. Esq., Counsel
For the Respondent

DECISION

Statement of the Case

Raymond P. Green, Administrative Law Judge. I heard this case in Hartford, Connecticut on June 3, 10 and 11, 2014. The charge and the amended charges in 01-CA-116211 were filed on November 1 and December 26, 2013 and January 29 and March 11, 2014. The charge and amended charges in 01-CA-116225 were filed on October 31 and December 19, 2013 and January 5 and March 11, 2014. The Complaint, which issued on March 17, 2014, alleged that the Respondent on October 29, 2013, through, Westaff Inc., a temporary staffing agency, discharged Davis because he joined or assisted the Union or engaged in other concerted activity.

On the entire record, including my observation of the demeanor of the witnesses, and after considering the briefs filed, I make the following

Findings and Conclusions

I. Jurisdiction

The Respondent admits and I find that it is an employer engaged in interstate commerce within the meaning of Section 2(2), (6) and (7) of the Act. It also is admitted and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

Edro, located in East Berlin, Connecticut is engaged in the business of manufacturing industrial washing machines and dryers. A main customer is the Navy and one of the projects being worked on at the time of these events was the design for a dryer on a submarine. This is a family owned business with Barbara Kirejczk, the matriarch, being the company's Chairman. The company's President is Edward Kirejczk who is also in charge of sales. His brother, Scott Kirejczk, is the Operations Manager. Both brothers are engineers. Caroline Douchicki, one of the spouses, is the Vice President of Finance.

At the time of these events, the non-family managers were Ken Bridges, who acted as the Customer Service Manager and Electrical Engineering Manager, Don Price who was the Materials Manager and Stephen Morris who was the Engineering Manager. Morris had been hired on April 10, 2013 to replace Bill Wentland who retired from that position in September, but who remained on as a part-time consultant. Morris' agreement was to do this job for one year with the option of continuing if both parties were satisfied. Morris was not satisfied and by December 2013, or earlier, he had made it known to management that although he would fulfill his one year commitment, he would leave earlier if they wanted him to.

Vincent Davis, the Charging Party, had previously been employed at Pratt and Whitney but had been separated from that job for some time due to a nine month incarceration in 2011. Upon his release and no longer being employed by Pratt and Whitney, he sought employment and ultimately was contacted by a firm called Westaff which is engaged in finding potential employees and soliciting various employers to hire these people in the State of Connecticut.

In 2013, the Respondent was trying unsuccessfully to find qualified employees for a number of job positions including welding and quality control. As its own efforts were proving fruitless, it contacted Westaff for assistance. On August 12, 2013, Edro entered into a contract with Westaff for the latter to seek and present qualified applicants for three open jobs; one of which was for a quality control person. In turn, Westaff made its own search and came up with a couple of candidates; the most promising being Vincent Davis.

Mr. Davis filled out a job application with Westaff and was interviewed first by both Scott Kirejczk and Wentland on August 14, 2013. He had a second interview with Edward Kirejczk on August 25 and the company decided to employ him. The arrangement was that Westaff was to be Davis' nominal employer and that Edro would pay his wage plus a premium to Westaff for Davis' services. At the end of 520 hours, (13 weeks), Edro had the option of hiring Davis as its own employee without paying an additional fee to Westaff. If Edro decided to directly hire Davis before the 520 hours, it would incur a fee.

Notwithstanding the offer, Davis did not start to work until September because he was engaged in negotiations regarding his pay and benefits. As to benefits, however, Westaff did not provide any benefits and Edro does not offer benefits to new employees until after its own probationary period.

In any event, Davis commenced working at Edro on September 30 and he worked exclusively in the factory under the direction of Morris. He received all of his work directions and supervision from Edro management. Westaff had no actual work related relationship with Davis after he started work at Edro. His initial pay rate was $22 per hour with the understanding that if he received a satisfactory review, his pay would be increased to $23 per hour for the next six months. It also was agreed that after the probationary period, he would receive the Edro's benefit package.

It is my conclusion that although Westaff was his nominal employer, his real employer was Edro. See *Mar-Jam Supply Co*., 337 NLRB 337, 342-343, ALJ decision at fn. 8 (2001).

It is noted that Davis was neither asked by Westaff nor Edro about his past legal problems and he did not volunteer that information to either company.

Soon after he started work, Davis began demanding that he should be given holiday pay notwithstanding that his agreement clearly did not provide for such pay. When he asked Morris, he was told that it was unlikely that the Respondent would change its practice of not providing benefits to new employees during the probationary period. Thereafter, Davis raised the issue with Westaff and with Scott Kirejczk. He was again told that the company did not provide such benefits to new employees.

On October 17, Scott Kirejczk sent an e-mail to Edward Kirejczk asking if was possible to offer Davis a compromise about his demand for holiday pay. This was rejected.

On or about October 22, Davis spoke to Edward Kirejczk and asked to be given holiday pay. He was told that this was not going to happen. During this conversation, Edward Kirejczk said that his wife had worked for Pratt & Whitney which had a 90 day probationary period. In response, Davis said that he had been a steward at Pratt & Whitney and that the contract there required only a 30 day probationary period. According to Davis, he said that if the Respondent treated the employees better, it would have a better chance of retaining its employees. At or near the end of this conversation, Davis said; "you get what you give." According to Edward Kirejczk, Davis added; "I'm going to get you." The latter version is credibly denied by Davis.

Although Edward Kirejczk testified that he took this statement as a threat, I don't think that it could reasonably be viewed that way. On the other hand, the whole tenor of this conversation, illustrates a degree of cheekiness by an employee who had just been hired on a contingency basis with only the possibility of becoming a full-time employee. (The word chutzpa comes to mind). Not only was Davis demanding that he get paid for something for which he was not contractually entitled, but he was aggressively pursuing this demand in a manner that in my opinion, would raise questions about his general willingness to accommodate himself to being an employee.

Later on October 22, the company's management had a meeting where among other things, Davis' request for holiday pay was brought up and discussed. At this meeting, Edward Kirejczk related his earlier conversation with Davis. In any event, the company and Edward Kirejczk in particular, decided not to discharge or discipline Davis. Instead, it was agreed that Morris should write up an evaluation of Davis with the possibility of giving in to Davis' demand for holiday pay. It should be noted that there was no discussion of Davis' criminal record at this meeting.

I should note that Edward Kirejczk testified that he was initially inclined to discharge Davis after the conversation he had with him on the morning of October 22. In part, Kirejczk testified that the other participants in the staff meeting indicated that there was a problem filling the quality control position and that he was persuaded that they should "hang on to this guy" or "try to work things out with him." He also testified that he felt that as a new employee, Davis was in no position to make demands for benefits to which he was not entitled. Indeed, had he discharged Davis on October 22, there could be no violation of the Act, since the company had no reason to believe that Davis had contacted a union or engaged in any kind of concerted activity. (His efforts to gain holiday pay for himself was not concerted activity).

The evidence shows that on the same day, (October 22, 2013), Davis contacted a union representative by phone and e-mail. In these communications, he stated that he wanted to be involved in organizing the shop. The e-mail also contains some rather intemperate remarks, (not seen by the company), which indicates to me that Davis' motive for seeking union representation was based in his animosity toward Edward Kirejczk's refusal to meet his personal holiday pay demands.

In any event, a meeting at a local restaurant was arranged between a union representative and some employees of the company for October 28. This was attended by Davis and several other employees who signed union authorization cards. It was agreed that Davis and some of the others would solicit employees at the plant for the purpose of obtaining union authorization cards in preparation for the filing of an election petition with the NLRB.

On October 29, 2013, a number of events transpired.

According to Morris, on the morning of October 29, he attended the weekly staff meeting, after which he tendered his written evaluation of Davis. This was positive and stated that Davis' performance was meeting all of the company's expectations. Morris testified that there was no discussion at the meeting about Davis.

On that same day, Davis and another employee solicited and obtained union authorization cards from a number of people.

According to Scott Kirejczk, at some point after the regular staff meeting, the owners outside the presence of Steve Morris and Ken Bridges, talked about Davis and decided to cease using his services. In this regard, Scott Kirejczk testified that his sister Caroline, either before or during this meeting, did a Google search and discovered that Davis had been convicted of an assault. He testified that given what Edward Kirejczk had reported the week before, and with this new information relating to the criminal record, it was decided that Davis presented a threat to other employees and should be let go.

According to Edward Kirejczk, the family met after the regular weekly meeting and decided that Davis' services were no longer required. He testified that they talked about the holiday pay issue and that the others agreed with him that Davis should be let go. It is noteworthy, however, that Edward Kirejczk did not testify that Davis' criminal record was discussed. Nor did he testify that there were any other reasons discussed for terminating Davis.

Morris testified that at around 4:30 p.m. on October 29, Scott Kirejczk told a group of management people that Vincent Davis was no longer going to be working at Edro; that he had been involved in union organizational efforts as reported by Sal Ortiz, one of the company's welders. Morris testified that this statement by Scott Kirejczk was also heard by Edward Kirejczk and Ken Bridges. It is noted that not one of these people denied that the statement was made. Thus, Morris' testimony about this transaction, which on its own terms was credible, stands unrebutted.

On the evening of October 29, Davis received a message at home that his services were no longer required. When he attempted to find out from Morris and Chloe Zanardi, (from Westaff), why he was discharged, he received no further information.

The Respondent argued that one of the reasons it terminated Davis was because of what Edward Kirejczk perceived as a threat made to him on October 22, coupled with the

discovery of his criminal record on October 29. This is not persuasive. For one thing, despite the remark that Davis made on October 22, the company decided on that date that it would keep him on despite the remark and evaluate his performance. Secondly, I am convinced based on the testimony of Edward Kirejczk and the credited testimony of Steve Morris that the company first learned about Davis' criminal record after October 29 and therefore after it decided to terminate him. Moreover, such after-acquired evidence would not, in my opinion, affect the outcome of this case or disqualify Davis from being reinstated or being awarded backpay. In this regard, the evidence shows that the Respondent has, in the past, hired and continued to employee individuals with criminal records. Further, the fact that Davis did not disclose his record would not disqualify him because he wasn't asked to and chose not to volunteer that information. He clearly did not make any false statements about this subject during his hiring process.

Nor do I find persuasive, the company's argument that letting Davis go was justified by a drop in business. It may be true that there was some drop in business. But as testified by Edward Kirejczk, this was largely due to the governmental sequestration. And in this respect, he understood, (quite reasonably), that although some Navy orders were delayed, they would be forthcoming when the sequestration ended. He testified that notwithstanding the fact that orders were delayed, the company nevertheless was building machines on speculation.

In conclusion, the unrebutted and credible testimony of Morris establishes that one day after Davis and other employees met with the Union, Davis was discharged because, as Scott Kirejczk put it, he was involved with union organization efforts. I find that the Respondent's defenses are unpersuasive. I also conclude that the Respondent was the de facto employer of Davis and that it illegally discharged him on October 29, 2013, because of his union activity.

Remedy

Having found that the Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

The General Counsel, in addition to the standard remedy for 8(a)(1) & (3) cases, requests that the Respondent be required to read the notice to the employees at a meeting held on work time. In my opinion, this remedy is not required in this case.

From the Board's inception, it has as part of its usual remedial orders, required the offending party to post a notice describing employee rights under the Act and promising to abide by those rights. *Pennsylvania Greyhound Lines, Inc*., 1 NLRB 1 (1935).

Requiring an owner or high official of a company or a union to actually read aloud the notice to its assembled employees has not been typically required except in unusual circumstances. In *Federated Logistics & Operations*, 340 NLRB 255, 256-57 (2003), the Board described this as an "extraordinary" remedy. This remedy, along with others, was imposed in a case where the employer (a) unlawfully interrogated employees; (b) created the impression of surveillance; (c) solicited grievances; (d) promised benefits; (e) threatened employees with the loss of existing benefits; (f) threatened to move its operations; (g) withheld benefits and (h) discriminatorily suspended employees for engaging in protected activity. Moreover, in that case, the results of an election were overturned and the Board ordered a new election. Given these findings, in the context of a pending election situation, a Board majority stated:

The Board may order extraordinary remedies when the Respondent's unfair labor

practices are "so numerous, pervasive, and outrageous" that such remedies are necessary "to dissipate fully the coercive effects of the unfair labor practices found." *Fieldcrest Cannon, Inc.*, 318 NLRB 470, 473 (1995) (and cited cases). For example, a public reading of the notice is an "effective but moderate way to let in a warming wind of information, and more important, reassurance." *J.P. Stevens & Co. v. NLRB*, 417 F.2d 533, 539–540 (5th Cir. 1969). In addition, the Board has ordered Respondents to supply up-dated names and addresses of employees to the Union because that "will enable the Union to contact all employees outside the [workplace] and to present its message in an atmosphere relatively free of restraint and coercion." *Excel Case Ready*, 334 NLRB 4, 5 (2001) (quoting *Blockbuster Pavilion,* 331 NLRB 1274, 1275 (2000)). Further, when a respondent "has engaged in such egregious or widespread misconduct as to demonstrate a general disregard for the employees' fundamental statutory rights," the Board has issued a broad order for the Respondent to refrain from misconduct "in any other manner," instead of a narrow order to refrain from misconduct "in any like or related manner." *Hickmott Foods*, 242 NLRB 1357 (1979).

There have been a number of very recent cases where the Board has required the reading of a notice. But those cases, in my opinion, involve facts substantially different and more egregious than those in the present case. For example, in *Jason Lopez' Planet Earth Landscape Inc*., 358 NLRB No. 46, (2012), the Respondent had; (a) illegally laid off the leader of the organizational campaign who also was a witness in the underlying representation case; (b) had illegally laid off two employees in a unit of 15 employees right after the election; and (c) committed many other serious violations, including promising benefits and "threatening to close the business and reopen it under a different name."

In *Carey Salt Company, a Subsidiary of Compass Minerals International, Inc.,* 360 NLRB No. 38 (2014), the Board concluded that the Respondent violated Sections 8(a)(1),(4) & (5) of the Act by (a) threatening employees that it would withhold a scheduled wage increase until it successfully resisted a petition for injunctive relief; (b) delaying or withholding a scheduled wage increase because of the injunction litigation; and (c) by refusing to bargain in good faith by conditioning bargaining on the union persuading the Board to discontinued the injunction litigation. In that case, the Board also noted that the Respondent was a repeat offender in that a prior unfair labor practice finding had been enforced in substantial part by the Fifth Circuit Court of Appeals.

Among the cases cited by the General Counsel for the proposition that a reading of the notice would be appropriate are *Excel Case Ready*, 334 NLRB 4, (2011); *Fieldcrest Cannon Inc.*, 318 NLRB 470 (1995) and *McAllister Towing & Transportation Company, Inc*., 341 394 (2004). But all of those cases, except perhaps for *McAllister*, involved situations where the respective respondents engaged in far more numerous and egregious violations than what happened in the present case. Moreover, they all involved situations where the violations occurred in the context of an election where the results had been overturned and where a rerun election was imminent.

In *Excel Case Ready*, supra, the Board found that the Respondent, at the outset of a union organizing campaign, (a) coercively interrogated employees; (b) threatened them with the loss of their 401(k) plan; (c) threatened to make their lives a "living hell" and (d) illegally discharged five employees in a unit of 32 employees.

In *Fieldcrest Cannon*, supra, the Board found, among other things, that the Respondent

(a) discriminatorily demoted an employee because of her union activities; (b) illegally withheld a 5.5% wage increase from its employees; (c) threatened employees with discharge for seeking union representation or unless they revoked union authorization cards; (d) threatened employees with plant closure; (e) threatened employees with deportation; (f) required employees to wear anti-union t shirts; (g) told employees that selecting a union would be futile; (h) threatened to impose more harsh working conditions on employees who supported the Union; (i) created the impression that employee union activities were being surveilled; and (j) favored anti-union employees over pro-union employees with respect to the enforcement of various company rules.

In *McAllister*, supra, the Board ordered the Respondent to permit a Board agent to read the Notice aloud to the assembled employees in the presence of a management official. In that case, the Board held that the Respondent violated the Act by accelerating the timing of a mid-year wage increase in order to influence the outcome of an election. It also found unlawful, the Respondent's postelection extension of its 401(k) plan to employees and the granting of five paid holidays. The *McAllister* case did not involve the discharge or disciplinary actions against any of its employees. Thus, *McAllister* is the one case where the violations found were not so numerous nor egregious. But, it should be noted that the *McAllister* case, in addition to involving a rerun election, involved a component that indicated a disregard for the Board's processes, which may have warranted a conclusion that it would likely violate the Act in the future. In that case, the Board found that Respondent's counsel deliberately refused and/or delayed the production of documents that had been subpoenaed by the General Counsel. The Board stated, inter alia, that this course of behavior was carried out in a way that was "likely to prejudice the General Counsel's case and the overall proceeding."

Summarizing the above, I do not think that the conduct of the Respondent in this particular case is sufficiently egregious to warrant the granting of this "extraordinary" remedy. Nor has it been shown that the Respondent has violated the Act in the past or that it likely will violate the Act in the future. Perhaps the General Counsel's view is that requiring a Respondent to read a Notice aloud is not so extraordinary after all and should be granted as a matter of routine. But that is not the current law and I cannot recommend that such an Order be granted under present case law. [1]

Having concluded that the Respondent unlawfully discharged Vincent Davis, it must offer him reinstatement and make him whole for any loss of earnings and other benefits suffered as a result of the discrimination against him. Backpay shall be computed in accordance with *F.W. Woolworth Co., 90 NLRB 289 (1950),* with interest at the rate prescribed in *New Horizons for the Retarded,* 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center,* 356 NLRB No. 8 (2010). The Respondent shall also be required to expunge from its files any and all references to the unlawful discharge and to notify the employee in writing that this has been done and that the unlawful discharge will not be used against him in any way. The Respondent shall file a report with the Social Security Administration allocating backpay to the appropriate calendar quarters. The Respondent shall also compensate Davis for the adverse tax consequences, if any, of receiving one or more lump-sum backpay awards covering periods longer than one year. *Tortillas Dan Chavas*, 361 NLRB No. 10 (2014).

[1] I note that the General Counsel cites *Durham School Services L.P.*, 360 NLRB No. 85 (2014). But that case simply revised the standard notice remedy so that a hyperlink would be attached to the Notice so that the Board's decision would be more accessible to employees. The Order in that case did not require the Notice be read aloud to the employees.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended [2]

ORDER

The Respondent, Edro Corporation, d/b/a Dynawash, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Discharging employees because of their union or protected concerted activity.

(b) In any like or related manner interfering with, restraining or coercing employees in the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of this Order, offer Vincent Davis, full reinstatement to his former job, or if that job no longer exists, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed.

(b) Make Vincent Davis whole for any loss of earnings and other benefits suffered as a result of the discrimination against him, in the manner set forth in the Remedy section of this Decision

(c) Remove from its files any reference to the unlawful actions against Vincent Davis Atkinson and within three days thereafter, notify him in writing, that this has been done and that the discharge will not be used against him in any way.

(d) Reimburse Davis an amount equal to the difference in taxes owed upon receipt of a lump sum backpay payment and taxes that would have been owed had there been no discrimination against him.

(e) Submit the appropriate documentation to the Social Security Administration so that when backpay is paid to Davis it will be allocated to the appropriate periods.

(f) Within 14 days from the date of this Order, remove from its files any reference to the unlawful action against Davis and within three days thereafter, notify him in writing, that this has been done and that the discharge will not be used against him in any way.

(g) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

[2] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

(h) Within 14 days after service by the Region, post its East Berlin, Connecticut facility, copies of the attached notices marked "Appendix." [3] Copies of the notices, on forms provided by the Regional Director for Region 1, after being signed by the Employer's authorized representative, shall be posted by the Employer and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Employer customarily communicates with its employees by such means. Reasonable steps shall be taken by the Employer to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Employer has gone out of business or closed the facilities involved in these proceedings, the Employer shall duplicate and mail, at their own expense, a copy of the notice to all current employees and former employees employed by the Employer at any time since October 29, 2013.

Dated, Washington, D.C. September 9, 2014

_____
Raymond P. Green,
Administrative Law Judge

[3] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

APPENDIX

NOTICE TO EMPLOYEES
Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.
To organize
To form, join, or assist any union
To bargain collectively through representatives of their own choice
To act together for other mutual aid or protection
To choose not to engage in any of these protected concerted activities.

WE WILL NOT discharge or discipline employees because of their union or protected concerted activities.

WE WILL NOT in any like or related manner interfere with, restrain or coerce employees in the rights guaranteed them by Section 7 of the Act.

WE WILL offer Vincent Davis, full reinstatement to his former job, or if that job no longer exist, to a substantially equivalent position, without prejudice to his seniority or any other rights or privileges previously enjoyed and make him whole for any loss of earnings and other benefits suffered as a result of the discrimination against him.

WE WILL remove from our files any reference to the unlawful actions against Vincent Davis, and within three days thereafter, notify him in writing, that this has been done and that the discharge will not be used against him in any way.

EDRO Corporation, d/b/a Dynawash
(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

A.A Ribicoff Federal Building and Courthouse
450 Main Street, 4th Floor
Hartford, Connecticut 06103-3022
Hours: 8:30 a.m. to 5 p.m.
860-240-3522.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/01-CA-116211 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 860-240-3006